MARGARET L BAILEY

DORCHESTER COUNTY

REGISTER OF DEEDS

201 Johnston Street ~ Saint George, SC 29477 (843) 563-0181

***** THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE *****

Instrument #:	2023019207		
Receipt Number:	174835	**Return To:**	CAPELL THOMSON LLC
Recorded As:	MISCELLANEOUS		
Recorded On:	September 20, 2023		
Recorded At:	10:22:56 AM	**Received From:**	CAPELL THOMSON LLC
Recorded By:	NW	**Parties:**	
Book/Page:	RB 14930: 43 - 48		Direct- PRESERVE AT CHARLESTON PARK
Total Pages:	6		Indirect- PRESERVE AT CHARLESTON PARK

***** EXAMINED AND CHARGED AS FOLLOWS *****

Recording Fee:	$25.00
Tax Charge:	$0.00

Margaret Bailey

Margaret Bailey - Register of Deeds

STATE OF SOUTH CAROLINA	COUNTY OF DORCHESTER

MEMORANDUM OF FILING REGULATIONS OF PRESERVE AT CHARLESTON PARK HOMEOWNERS ASSOCIATION, INC.

Whereas, enclosed with this Memorandum of the Preserve at Charleston Park Homeowners Association, Inc. (the "Association") is a regulation that is/was executed on August 24, 2023 (the "Effective Date") by vote of the Board of the Directors of the Association.

Whereas, the Association was formed by the Developer/Declarant in accordance with the Declaration which was recorded in the office of the ROD/RMC for Dorchester County on December 5, 2007, in Record Book 6389 at Page 225-281, as amended from time to time; and

Whereas, the South Carolina Homeowners Association Act, S.C. Code Ann. 27-30-110, *et seq.* (the "Act") requires the Association to record a copy of all governing documents, rules, regulations, and amendments to rules and regulations, as defined in the Act, of the Association in the office of the ROD/RMC in the County in which the subdivision is located; and

Whereas, the Association desires to comply with the requirements of the Act by filing this Memorandum and the attached governing document, rule, regulation, or amendment to the rules and regulations of the Association (hereinafter the "Filing") as set forth in the Exhibit attached at the end of this Memorandum;

Now, therefore, the undersigned officer of the Association hereby records and certifies that the Filing as set forth in Exhibit "A" attached to this Memorandum is current, as initially adopted or, where applicable, as last amended by the Association as of the Effective Date to the best of the undersigned officer's knowledge and belief.

After recording, return to:
Capell Thomson, LLC
102 Wappoo Creek Dr., Ste. 8
Charleston, SC 29412
(843) 501-0423

In witness whereof, Preserve at Charleston Park Homeowners Association, Inc. has caused this instrument to be executed, this 28th day of August, 2023.

WITNESSES:

Witness #1

Witness #2

PRESERVE AT CHARLESTON PARK HOMEOWNERS ASSOCIATION, INC.

By: Kamisha C. Pruitt
Signature

Its: President
Print Title

SWORN TO AND SUBSCRIBED before me this 28 day of August, 2023.

Notary Public, State of SC
My Commission expires: 2/12/24

EXHIBIT

A

THE PRESERVE AT CHARLESTON PARK

Violation Enforcement/ Fine Schedule

WHEREAS, the Board of Directors is charged with the responsibility for violation enforcement of the members in a fair and uniform manner, and...
WHEREAS, the Bylaws of the Association direct this responsibility to the Board of Directors for such enforcement and...
WHEREAS, the Association has contracted with a professional management company to provide management service and supervision over certain contract services to the Association;
NOW THEREFORE, IT IS RESOLVED that the Board of Directors has elected to authorize the managing agent to carry out the following policy with respect to all violations and enforcement, reserving to itself the right to modify or intervene in certain cases, as the Board may see fit

1st Notice of violation: Association member/resident receives a violation letter with ten (10) business days of notice to comply (or Thirty (30) days for pressure washing and construction related violations). No fine is levied. Violation can be appealed.

2nd Notice with fine: Association member/resident will receive second letter violation with a fine of $50.00 levied with ten (10) business days to comply. Violation can be appealed.

3rd Notice with fine: Association member/resident will receive third letter violation with a fine of $75.00 levied with ten (10) business days to comply. Appeal of violation and fine is forfeited.

4th Notice with fine: Association member/resident will receive fourth letter violation with a fine of $100.00 levied with ten (10) business days to comply. Appeal of violation and fine is forfeited.

5th Notice with fine: Association member/resident will receive fifth letter violation with a fine of $150.00 levied with ten (10) business days to comply. Appeal of violation and fine is forfeited.

Legal Notice with Fine: Association member/resident will receive a final letter and an additional fine of $200.00 and will be turned over to Attorneys for appropriate legal action.

SIGNS

This schedule would be for all violations pertaining to signage. Fine would be $150.00 per day for display of any sign in violation of this Enforcement Policy which is not removed within twenty-four hours after written demand is delivered via email or United States Postal Service to the Owner at the Lot per the Governing Documents

ACTION WITHOUT ARB APPROVAL

This schedule would be for all violations except for the removal of a tree without ARB approval. Fine would be $200.00 per each modification done without ARB approval. After initial $200.00 fine, regular notifications will commence as listed above to include legal action. Appeal of violation and fine is forfeited.

TREE REMOVAL WITHOUT ARB APPROVAL

This schedule would be for removal of a tree without ARB approval. Fine would be $500.00 per tree and replacement of approved species of tree. Letter schedule and legal action would be same as above but no further fines. Tree removals require a county permit. If owner cannot produce permit for tree removal, HOA will contact county to request information.

CORRECTIVE ACTION

Where a violation is determined to exist and referred to the Board of the Association, pursuant to any provision of this Enforcement Policy, the Board may undertake to cause the Violation to be corrected, removed or otherwise abated by qualified contractors if the Board, in its reasonable judgement, determines the Violation may be readily corrected, removed or abated without undue expense and without breach of peace. Where the Board decided to initiate any action by qualified contractors, the following will apply:

a. The Board must give the Lot Owner affected by the proposed action prior written Notice of undertaking of the action. The foregoing Notice may be given, sent, delivered, emailed or received, as the case may be, upon the earlier to occur of the following:
    i. When the Notice is placed into the care and custody of the United States Postal Service, the Notice is deemed delivered as of the date the notice is deposited into a receptacle of the United States Postal Service with postage prepaid and addressed to the most recent address of the recipient according to the records of the Association.
    ii. Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where Owner has

otherwise acted so as to put the Association on notice that its interests in a Lot have been, and is being, handled by a representative or agent, any notice or communication from the Association pursuant to this Enforcement Policy will be deemed full and effective for all purposes if given to such representative or agent.

CURE OF VIOLATION DURING ENFORCEMENT

A Lot Owner may correct or eliminate a Violation at any time during the duration of any procedure prescribed by this Enforcement Policy. The Lot Owner will remain liable for all costs and fines under this Enforcement Policy, which costs and fines, if not paid upon demand thereof the Association, will be referred to the Association Attorney for collection as an assessment pursuant to the Declaration.

This Violation Enforcement Policy replaces and supersedes in all respects all prior resolutions with respect to enforcement of the Community Documents by the Association and is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended, should there arise a conflict of legal purpose between this document and the Declared Covenants/Restrictions or By-Laws filed with the Court of Dorchester County, South Carolina, this resolution will yield.

ALL ATTORNEY FEES WILL BE THE SOLE RESPONSIBILITY OF THE MEMBER/RESIDENT.

This is to certify that the foregoing resolution was adopted by the Board of Directors of the Preserve at Charleston Park Homeowners Association, Inc. this 28 Day of August, 2023 and has not been modified, rescinded or revoked.

Date: 28 Aug 2023 Board Title: President

Signature: Kamisha C. Pruitt

POOR ORIGINAL